

APPENDIX A:

**CONTRACT FOR
LAW ENFORCEMENT SERVICES**

**Comprehensive Study of American Canyon
Public Workshop Report**

Napa County Agreement No. 3220
American Canyon Agreement No. 96-16

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF NAPA
AND
THE CITY OF AMERICAN CANYON**

THIS AMENDMENT NO. 6 to AGREEMENT FOR LAW ENFORCEMENT SERVICES (the "Amendment") is made and entered into as of the 1st day of July, 2001, by and between the County of Napa ("County"), a political subdivision of the State of California, and the City of American Canyon ("City"), a municipal corporation.

Recitals

WHEREAS, the parties have previously entered into that certain Agreement for Law Enforcement Services, dated July, 1997 (the "Agreement"), pursuant to which the City contracted with County for the provision of certain law enforcement services within the City's municipal boundaries; and

WHEREAS, the parties desire to amend the Agreement to provide a service plan and cost estimate for the 2001-2002 fiscal year; and

WHEREAS, Section 42 of the Agreement provides that all changes to the Agreement must be by written amendment authorized by the City's City Council and the County's Board of Supervisors.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements of the parties and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Agreement is hereby amended by the addition of the following sentence to the beginning of the first paragraph of Section 14:

"For the period commencing on July 1, 2001 and ending on June 30, 2002, the total estimated costs for provisions of the services set forth in this Agreement is One Million Two Hundred Ninety Eight Thousand, Two Hundred Eighty One Dollars and Ninety Cents (\$1,298,281.90.) This sum includes expenses for the supplying of a Lieutenant by the County to the City. Additionally, the fully salary/compensation amount for the Lieutenant will be added to the service plan

each year. The City has agreed, in Amendment No.5 to this Agreement to purchase a fully equipped vehicle at City's expense to be used by the Lieutenant. The vehicle is the property of the City. "

2. Exhibit "A" attached hereto and incorporated herein by reference is hereby made a part of the Agreement and is incorporated therein by reference. Said Exhibit is a Police Services Plan and Estimated Cost for performance of the services set forth in the Agreement and this Amendment for Fiscal Year 2001-2002.
3. The Agreement is hereby amended by the addition of the following sentence to the end of the second paragraph of Section 2.

"All reference throughout this Agreement to the Sheriff shall be deemed to mean the Sheriff-Coroner of Napa County or his designee."

"Any reference to the "Chief" of the American Canyon Police Department shall be deemed to mean the Sheriff's Lieutenant that has been assigned to perform services under this Agreement. The title of "chief" is a nominal title and does not confer additional legal powers beyond those normally granted to a Sheriff's Lieutenant. This lieutenant is in the Field Operations Division of the Sheriff's Department Organization table under the command of the Field Operations Captain."

"The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with County. The City understands and agrees that the County is bound to abide by bargaining agreements covering County employees performing services hereunder."

4. The Agreement is hereby amended by the addition of the following sentence to the end of the first paragraph of Section 4:

"The Lieutenant shall confer with the City Manager on questions related to performance of the staff. The Sheriff, or his designee, shall confer with the City Manager should questions arise relative to performance of the Lieutenant. The City Manager will be provided an opportunity to provide comments at the time that the Sheriff's Department annual performance evaluation reports are prepared relative to the Lieutenant. In the event the City is dissatisfied with the performance of the individual assigned to perform as the Lieutenant, and reasonable personnel actions are unsuccessful in resolving the performance issues to the City's satisfaction, the Sheriff will coordinate the selection and appointment of a new Lieutenant with the City."

"The Lieutenant will respond to direction provided by the City Manager, provided such direction is within the scope of this Agreement and the scope of their employment with the County of Napa."

5. The Agreement is hereby amended by the addition of the following sentence to the end of the first paragraph of Section 7:

"The Sheriff will coordinate the selection and appointment of the Lieutenant with the City. The Sheriff will provide a list of names of those eligible for transfer and a recommendation for the selection. The City will have the opportunity to make the final selection for the position from the list provided by the Sheriff. The City will designate the person selected as the Lieutenant of Police in accordance with law.

"The supervisory position for the American Canyon Police Department will be chosen by the Lieutenant with recommendations by the Sheriff and City Manager."

"Deputies assigned to the City of American Canyon will be selected by the Lieutenant based on their experience and training. They will be assigned for a minimum of two years and will be transferred out with concurrence of the Sheriff, the Lieutenant and the City Manager."

6. CITY shall provide an additional Fifty Thousand Dollars (\$50,000) on or before July 31, 2001 to COUNTY to assist in the development of a Countywide Mobile Data Communications System (MDCS) that is the foundation for employing electronic messaging. The Countywide MDCS will enhance police services for CITY by reducing voice/radio communications on a currently overburdened shared system, and increasing the amount and type of information that can be shared with other police agencies throughout the County. COUNTY shall provide CITY with updates on the installation and implementation of the Countywide MDCS on a regular basis.

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7. Except as expressly set forth herein, the Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument.

IN WITNESS WHEREOF, this Amendment was executed by the parties hereto as of the date first above written.

COUNTY OF NAPA

By: Mike Rippey
Mike Rippey, Board of Supervisors Chairman

ATTEST:
MARY JEAN McLAUGHLIN,
Clerk of the Board

By: Leri Lissner, Deputy

CITY OF AMERICAN CANYON

By: Lori Maples
Lori Maples, Mayor

ATTEST:
AMERICAN CANYON CITY CLERK

By: Millett Thomas
Millett Thomas

APPROVED 7-24-01
BOARD OF SUPERVISORS
COUNTY OF NAPA

MARY JEAN McLAUGHLIN
CLERK OF THE BOARD

BY J. Blaylock Deputy



**CITY OF AMERICAN CANYON
LAW ENFORCEMENT CONTRACT
PROPOSED FY 2001-2002**

EXHIBIT A

BASE RATE SERVICES

PATROL SERVICES

856,776.64 *Overhead

Chief 104,256.11
Sergeant (1) 87,963.50
Deputy Sheriff (9) 664,557.03

Overtime/Court Appearances

102,584.00

INVESTIGATION SERVICES

Sheriff's Dept. Investigations
NSIB Investigations
Evidence

54,000.00 *Overhead

7,500.00 *Overhead

6,350.00 *Overhead

DISPATCH SERVICES

Central Dispatch
American Canyon 21.10% Total
Sheriff's Dept. Calls for Service

166,922.36

OPERATIONS & EQUIPMENT

Supplies
Mileage costs/patrol vehicles
Training

2,400.00

2,400.00

10,000.00

SUB-TOTAL

1,208,933.00

ADMINISTRATIVE SERVICES

Department overhead @ 7% of
\$924,626.64
Personnel Admin. Fee
General Liability

64,723.86

4,264.92

25,860.12

REVENUE

POST
Parking

-3,000.00

-2,500.00

TOTAL FY 2001/2002

1,298,281.90

Projected budget - monthly billing to reflect actual charges.

Overhead not calculated on overtime, court appearances, Dispatch, supplies and mileage.

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF NAPA
AND
THE CITY OF AMERICAN CANYON**

This Agreement is entered into between the County of Napa ("County"), a political subdivision of the State of California and the City of American Canyon ("City"), a municipal corporation.

RECITALS

WHEREAS, City desires to contract with County for the performance of law enforcement functions within City's municipal boundaries.

WHEREAS, County is capable of rendering such services under the terms and conditions set forth in this Agreement.

WHEREAS, such contracts are authorized by California Government Code Section 51300 et seq.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. CITY POLICE SERVICES.

County agrees to provide municipal police protection within the corporate limits of City to the extent and in the manner set forth herein. The services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by a city police department under State statutes. Such services shall include the enforcement of State statutes and City codes and ordinances. Services shall also include traffic enforcement and other special services customarily performed by police departments to the extent specifically set forth herein and/or in the Service Plan, Exhibit A, which is incorporated into this Agreement by this reference (the "Service Plan").

The service prioritization schedule utilized by the Sheriff's Department (including any revisions thereto) will apply to services provided under this Agreement, unless a modified service prioritization schedule is established by memorandum of understanding pursuant to provision 6 of this Agreement.

All references throughout this Agreement to the Sheriff shall be deemed to mean the Sheriff of Napa County or his designee.

2. LEVELS OF SERVICE.

The levels of service shall be determined by mutual agreement of both parties, within the resources budgeted by City each fiscal year. The Service Plan establishes the normal service level for planning and implementing operations; however, the Sheriff has and retains discretion to determine the level of support required to ensure an effective law enforcement response to any given situation. City will be promptly notified in the event the Sheriff significantly increases the level of support pursuant to this provision. Provision 14, Compensation for Services, addresses additional notification and reporting requirements should any such variation in the service level result in a projected variance to the estimated costs of this contract.

In support of City's preparation of its annual budget, County shall prepare and submit to City (by March 1st of each year, commencing March 1, 1997) a proposed Service Plan for the next fiscal year (covering the period of July through June 30). The estimated costs for performance of services during the fiscal year being addressed will accompany the Service Plan. The Service Plan shall be prepared in consultation with City staff. The parties shall use reasonable efforts to adopt an updated Service Plan, as well as the estimated cost for performance of the Plan, by July 1st of each year, commencing July 1, 1997. The updated Plan and cost estimate shall be incorporated into this Agreement by amendment to the Service Plan. The associated cost estimate for performance of such Service Plan shall also be incorporated into Provision 14, Compensation for Services.

3. REPORTS.

On a quarterly basis, County, through the Sheriff's Office, will provide the City Manager with written reports addressing service performed under this Agreement. Such reports will address: areas of performance set forth in the Service Plan; crime statistics; any major incidents occurring within the period; significant staffing issues; or other information considered pertinent by the Sheriff. County, through the Sheriff's Office, will also provide a copy of the monthly part one and two crime statistics to the City Manager.

4. SUPERVISION.

The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with County. City understands and agrees that

County is bound to abide by bargaining agreements covering County employees performing services hereunder.

In recognition of the Sheriff's professional expertise in the area of law enforcement, it is agreed that in the event of a dispute between the parties as to the manner of performance of required services, the determination by the Sheriff shall be final and conclusive.

5. RULES, REGULATIONS, POLICIES, AND PROCEDURES.

Personnel assigned to provide services hereunder are required to abide by all rules, regulations, policies, and procedures (hereinafter referred to as procedures) applicable to Sheriff's Department employees, except where such procedures may conflict with a requirement of this Agreement.

Personnel performing services hereunder may be requested by the City Manager to abide by certain City procedures. Personnel will comply with such City procedures, except where such procedures may conflict with procedures applicable to Sheriff's Department employees and/or the requirements of this Agreement.

The requirements of this Agreement shall take precedence over any conflicting County or City procedures. The Sheriff and City Manager shall confer should any conflict exist between County and City procedures; however, in view of the Sheriff's expertise with regard to law enforcement procedures and their impact upon the operations of the Department, the Sheriff retains the final authority to determine how any conflicts between County and City procedures shall be resolved.

6. MEMORANDUMS OF UNDERSTANDING.

If requested by the Sheriff or City Manager, Memorandums of Understanding ("MOU") may be entered into by and between said Sheriff and City Manager with respect to questions relating to the provision of service under this Agreement. The MOU will set forth the questions raised and the agreements reached in resolution of the question. The intent and purpose of such MOU shall be to administratively implement, interpret, or clarify one or more provisions of this Agreement. No such MOU shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the City Council and the County Board of Supervisors. In the event of an inconsistency between the terms of such MOU and the terms of this Agreement, the terms of this Agreement shall prevail.

7. PROVISION OF EQUIPMENT, SUPPLIES, AND PERSONNEL.

For the purposes of performing the services required by this Agreement, County shall furnish all necessary personnel, supervision, equipment, communication facilities, and supplies necessary to maintain the level of service set forth in the Service Plan, except as specifically set forth in this Agreement. Some of the above equipment, facilities, or supplies may be located outside of City. County will use reasonable efforts to utilize personnel who are selected to fill the full-time positions identified in the Service Plan exclusively for the performance of this Agreement; however, County reserves the right to utilize such personnel on assignments not related to this Agreement, if deemed necessary due to an urgent or emergency situation. Time associated with such other assignments will not be charged to City. Conversely, the parties understand and agree that personnel not normally assigned to perform services under this Agreement may occasionally be assigned to provide relief or perform other services required hereunder. All time spent by such personnel in the performance of services required under this Agreement will be charged to City.

If during performance of the effort required hereunder, items of special equipment are considered necessary by the Sheriff for performance of services not routinely provided by the Sheriff's Department but that are required under this Agreement (such as traffic enforcement) County shall notify City in writing of the required equipment. City may furnish such equipment or authorize County to obtain the equipment. In either case, all costs associated with providing and maintaining the equipment shall be borne by City, separate and apart from this Agreement, except that County will be responsible for any damage to the equipment caused solely by willful misconduct or gross negligence of County employees. Any such special equipment shall meet with County's specifications. Title to any special equipment purchased under this provision shall remain vested with City. If City elects not to provide the required special equipment, County is authorized to modify or discontinue the performance of activities for which the equipment is deemed by the Sheriff to be necessary.

City shall furnish any supplies, stationary, notices, forms, and the like, that it requires be issued with the City logo. All such items shall be approved by the Sheriff and shall be provided at City's separate cost and expense.

8. TRAINING.

County agrees to supply experienced Sheriff personnel to perform services under this Agreement. If, during the term of this Agreement, City increases the number of personnel allocated hereunder (in any position classification), City agrees

to reimburse County for all costs incurred in training all levels of personnel hired and/or promoted by County as a result of such increased staffing allocation.

City will also be responsible for all costs associated with training required for personnel directly assigned to perform services hereunder. These costs shall include direct training costs (including, but not necessarily limited to tuition, training materials, and travel expenses associated with training) as well as associated costs (such as overtime relief while personnel are unable to perform normal services due to training). The specific training requirements are set forth in the Service Plan.

Any reimbursement received by County from the State of California Commission on Peace Officer Standards and Training (POST), or from any other non-County funding source, for training provided to personnel assigned to perform services hereunder will be credited to City.

9. VEHICLES.

City shall furnish fully equipped vehicles, as required by County, for performance of services hereunder. Additionally, City shall be responsible for all items required in connection with the operation of vehicles including, but not necessarily limited to: materials required for operation (such as oil and fuel); maintenance, repair, and replacement of vehicles and associated equipment including police and safety equipment; automobile insurance coverage (including liability, collision, and comprehensive) with limits acceptable to County. City's auto insurance policy shall include a waiver of City's and the Insurer's respective rights of subrogation against County for any damage to the vehicles.

The vehicles, associated equipment, and all maintenance, repair, and replacement thereof, shall meet specifications and/or requirements established by County for equivalent Sheriff's Department vehicles. All non-recurring and recurring costs associated with vehicles shall be borne by City, separate and apart from this Agreement, except that County will be responsible for any damage to the vehicles caused solely by willful misconduct or gross negligence of County employees.

The Service Plan sets forth the numbers and types of vehicles required in support of this Agreement, as well as the schedule for vehicle availability.

In the event the specified vehicles are unavailable as required (due to factors such as a delay in the initial delivery schedule or subsequent out-of-service conditions), County will make comparable Sheriff's Department vehicles available on a temporary loan basis. City agrees to reimburse County for the daily use fees

and mileage charges, both at County's normal rates and charges, that County incurs for any loaned vehicles.

10. JOB ACTIONS BY COUNTY EMPLOYEES.

In the event of a work slow-down, strike, "blue flu," or any other form of job action by County employees assigned to perform duties specified under this Agreement, City understands and agrees that it may be temporarily provided with a reduced level of service and City will be invoiced based on actual costs of services provided.

11. STAFFING.

Staffing plans will be designed to provide an overlap of patrol coverage between the day shift and the night shift, and the night shift and the day shift.

12. STATUS OF EMPLOYEE.

All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees and shall, at all times, be under the direction and control of County. No City employee shall perform services which County is obligated to provide under this Agreement, except as may be otherwise expressly provided herein or as may be agreed upon in a Memorandum of Understanding pursuant to provision 6 of this Agreement. All persons employed by County to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to City employees.

For the purpose of performing the services under this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an agent of City while performing services for City, which services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship created by this provision, City shall not be liable for any act or omission of any County officer or employee unless otherwise specifically provided elsewhere in this Agreement.

City shall not be liable for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder to County or any liability other than that provided for in this Agreement.

13. CITY POWERS AND ENFORCEMENT OF CITY ORDINANCES.

It is agreed that in performing the services pursuant to this Agreement, County shall have all the powers of City and shall receive all cooperation possible from City to enable efficient enforcement of such rules, regulations, resolutions, and/or ordinances of City that are enforced by County pursuant to this Agreement. In the event County believes that any such rule, regulation, resolution or ordinance is invalid, County will not be obligated to enforce same until reviewed and determined to be acceptable by County Counsel. Any such review requested by the Sheriff shall be a reimbursable expense hereunder, reimbursable at the standard County Counsel hourly rate then in effect.

Regardless of any determination made by County Counsel as described herein, City is responsible for the validity of its rules, regulations, resolutions, and ordinances, including any ordinances or codes incorporated by reference in City's ordinances or code, and City shall defend, hold harmless, indemnify County, its officers, agents, and employees, with respect to any lawsuit or action challenging the validity of a City ordinance or with respect to any allegation that any arrest, citation, or other action taken by County, its officers, agents, or employees was taken under an invalid City ordinance, except in those cases where the invalidity of such ordinance is the result of actions by County, its officers or employees.

14. COMPENSATION FOR SERVICES.

For the period commencing on the effective date of this Agreement and ending on June 30, 1997, the total estimated costs for provision of the services set forth in this Agreement is \$1,197,247.75. A further breakout of the estimated amounts is provided in the Service Plan. (County's obligation to notify City if estimated costs are projected to be over-expended during the period covered by the estimate, as well as City's obligation to appropriate additional funding or to reduce required services, is set forth later in this compensation provision.)

An estimated amount for each of the subsequent fiscal years will be submitted by County to City by March 1st of each year, commencing March 1, 1997. The updated estimate will be developed in conjunction with the Service Plan addressed in provision 2 of this Agreement. The parties shall use reasonable efforts to adopt an annual Service Plan, and an estimated cost for provision of services set forth herein by July 1st of each year commencing July 1, 1997. The adopted Service Plan, and accompanying cost estimate, will be incorporated into this Agreement by amendment. In the event of any delay in the adoption of an annual Service Plan and estimated cost pursuant to this provision, County is authorized to continue providing services in accordance with the previously adopted Service Plan. City

shall continue to pay County all direct and indirect costs for services rendered pursuant to such previously adopted Plan.

The estimated amounts set forth above include all allowable direct and indirect costs estimated to be incurred by County for provisions of services set forth in the Service Plan. Specifically, the estimated costs include, but are not necessarily limited to: non-recurring personnel start-up costs (associated with hiring/training personnel to replace Sheriff's Department employees to be allocated to City for performance of services hereunder); estimated salaries for employee classifications expected to be performing services; all employee benefits to be paid by County at rates established by the County Board of Supervisors; the estimated costs of providing relief for all allowable absences (including, but not limited to, vacation, compensatory time off, sick leave, disability leave, bereavement leave, military leave, and jury duty); estimated supplies and services necessary for performance of work hereunder (including, but not limited to, items such as equipment and training); and indirect expenses (i.e., internal overhead associated with functions such as Administration, Records, Dispatch, and Crime Analysis).

Employees performing services under this Agreement will be entitled to all benefits, including paid holidays and other paid leave (such as vacation, compensatory time off, sick leave, disability leave, bereavement leave, military leave, and jury duty) as allowed by County for all employees and/or as allowed by bargaining agreements governing the employee classifications performing services hereunder. All costs associated with such benefits are allowable under this Agreement.

During the period of this Agreement, City shall be invoiced and agrees to reimburse County for all actual costs incurred by County for the performance of law enforcement services under this Agreement. All direct costs incurred for services provided hereunder will be segregated and recorded within a separate index established within County's financial system. In addition to reimbursing County for all actual direct costs incurred, City agrees to pay indirect expenses at the rate set forth in the Service Plan.

City will be notified, in writing, if at any time County projects that the estimated amount set forth above will be significantly under-expended (by an amount equal to 10% or more of the estimated costs) or over-expended (by any amount) during the period covered by the estimate. County will furnish a detailed breakdown of costs incurred through the date of such notification, as well as an estimate of costs anticipated to be incurred during the balance of the period. An explanation for the projected under-expenditure or over-expenditure will accompany the notification and costs report. If any over-expenditure is projected, and City chooses not to appropriate additional funding, the parties agree to reduce the level of services in order to match the funding available for the balance of the period.

covered by the estimate. County is not required or authorized to incur expenditures which exceed the estimated amount set forth above, during the period covered by the estimate, without prior written authorization from City.

City shall not be invoiced for direct expenses attributable to services and facilities normally provided or available to all cities in the County at no cost as part of the County's obligation to enforce State law. These may include services such as: corrections (except where agreements or State law permit charging for such services); certain civil processes associated with the court system; hazardous device team; SWAT team; K-9 unit; and Coroner forensic services.

15. INVOICES/PAYMENTS.

On a monthly basis, or longer period as may be established by Memorandum of Understanding pursuant to provision 6 of this Agreement, City will be provided with an itemized statement covering all services performed during the period. City shall pay to County the amount due within 30 days after receipt of such invoices.

If such payment is not delivered to County within thirty days after the date invoice is delivered to City, County is entitled to recover interest thereon. Said interest shall be calculated at the rate of interest paid by the Napa County Treasurer/Tax Collector for departments or entities participating in the pooled funds account for the period of time in which the payment is past due. Interest shall be applied from the last day of the month in which services were performed (which is considered to be the date the amount was originally owing).

If any payment due pursuant to this Agreement is not received by County within thirty (30) days from receipt of invoice by City, County may, at its sole discretion, satisfy such indebtedness from any City funds on deposit with County. County may also take any other appropriate action to collect such delinquency as is authorized by law. Notwithstanding section 907 of the Government Code or any other applicable provision of law, any setoff of funds pursuant to this provision shall be effective immediately and without notice to City.

16. RIGHT TO AUDIT RECORDS.

Upon reasonable notice, either party shall have the right to inspect and audit any records maintained by the other party relevant to this Agreement, to the extent allowed by law.

17. SPECIAL EVENT SERVICES.

At the request of City or at the request of community organizations or private individuals with written concurrence of the City Manager, the Sheriff may agree to

provide extra law enforcement/security services for special events and functions occurring within City. As to special event services requested by City, County shall bill City under this Agreement for the costs of such services. As to special event services requested by other parties County shall bill the requesting party directly for services performed. All Sheriff services provided for special events shall be billed at actual costs for special event services. Costs associated with special event services are in addition to the estimated costs set forth in provision 14, Compensation for Services.

Should the Sheriff have to resolve a riot or other unlawful assembly or disturbance resulting from any such special event, City shall be responsible for payment of all County expenses associated with such resolution.

18. IDENTIFICATION AS AMERICAN CANYON.

The Sheriff and City Manager shall enter into a Memorandum of Understanding pursuant to provision 6 of this Agreement with respect to issues such as the identification on vehicles provided by City and used by County employees providing services pursuant to this Agreement; form of uniforms, badges, patches, and similar items used by such employees; how such employees will identify themselves to the public; identification on stationery and business cards; and other similar issues.

19. FINES, FORFEITURES OF BAIL, AND MISCELLANEOUS REIMBURSEMENTS.

Fines and forfeitures of bail under Penal Code section 1463 et. seq. resulting from services performed under this Agreement shall be distributed as though the persons performing services under this Agreement were employees of City.

Any reimbursement received by County from any non-County funding sources for services charged to City under this Agreement will be credited to City, less any County administrative costs directly associated to obtaining or handling the reimbursement.

20. ASSET SEIZURES AND FORFEITURES.

When assets (cash or property) are seized in City by or with the support of personnel performing services under this Agreement, and such assets are subsequently forfeited to County's Sheriff, the forfeited assets shall be shared with City, as set forth in this provision, for the purpose of augmenting law enforcement services in City. The sharing of forfeited assets under this provision is subject to approval of the forfeiting agency (United States Attorney, State Attorney General,

or County District Attorney) of the sharing arrangement and the proposed use of such assets.

In cases as described above, County's Sheriff shall apply to the forfeiting agency for the return of assets to County. In the application, County's Sheriff shall specify the percentage of any assets returned to County that are proposed to be used to augment law enforcement services in City. City Manager may provide recommendations for the distribution of assets seized within City. Prior to submission of the applications, the Sheriff will advise the City Manager of the distribution of assets that will be proposed in the application. The distribution proposed by the Sheriff will be based upon State and Federal guidelines pertaining to asset forfeitures, as well as the following paragraphs. The planned use of such assets will also be specified in the application, as appropriate.

In those cases in which assets are seized within City by personnel assigned to City pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is result solely of activities self-initiated by personnel assigned to City or initiated by said personnel in response to call for service within City, County's Sheriff shall apply to have those assets that are subject to distribution to the Sheriff, pursuant to Health and Safety Code Section 11489, to be used to augment City's law enforcement services, with the following exception. The Sheriff may apply to retain a portion of such forfeited assets for Sheriff's Department use based upon the Sheriff's Department involvement in the handling of the assets, the processing of the application, or other similar functions.

In those cases in which assets are seized with City and in which personnel assigned to City pursuant to this Agreement, as well as other law enforcement personnel (not assigned to City under this Agreement) are involved in the seizure, in either a primary or ancillary role, County's Sheriff shall determine the appropriate percentage of the total forfeited assets that shall be proposed to be used to augment the City's law enforcement services. The Sheriff shall determine the percentage based upon the circumstances of the seizure, considering the pro rata involvement of all personnel, including those assigned to City under this Agreement. When a patrol deputy assigned to the City provides only uniformed backup at a Sheriff's Narcotic Bureau search warrant location, or when a deputy or investigator assigned to the City participates minimally in the service of a search warrant that was initiated by other non-contract law enforcement personnel, only a minimal percentage of any forfeited assets may be proposed for use in augmenting City's law enforcement services.

Assets that are returned to County by the forfeiting agency with approval to be used to augment City's law enforcement services shall be used by City and County solely for such purposes. If the forfeiting agency attaches specific conditions to the use of said assets, City and County shall abide by such conditions. The

Sheriff and City Manager shall determine the specific use to be made of said assets within the conditions imposed by the forfeiting agency.

Subject to conditions imposed by the forfeiting agency, County will either:
(1) release to City those non-cash assets that are forfeited to County's Sheriff with approval that they be used to augment law enforcement services within City, or
(2) retain such forfeited cash assets (or non-cash assets that are converted to cash) in an interest-bearing account for use by City for augmentation of City's law enforcement services, in compliance with the forfeiting agency's regulations and/or conditions on use.

21. BOOKING AND PROCESSING PRISONERS.

City agrees to reimburse County at the rate established by the Board of Supervisors for the cost of booking and processing individuals arrested and booked into the Napa County Jail by personnel performing services hereunder. City shall also be responsible for all costs charged pursuant to section 13823.95 of the Penal Code related to offenses alleged to have taken place within City.

22. MUTUAL AID.

The State of California Law Enforcement Mutual Aid Plan provides the basis for emergency law enforcement operational deployment procedures within the statewide mutual aid system. The parties to this Agreement agree to abide by said Plan in support of the mutual aid system.

23. MUTUAL INDEMNIFICATION.

(a) Except as otherwise provided in this Agreement, City shall not be obligated to pay, and assumes no liability for any cost, expenditure, charge, or liability whatsoever incurred by County in or related to the performance of the provisions of this Agreement by County, and County shall, in consideration for the payment of the sums herein above provided to be paid by City to County, hold City harmless from any and all such other costs, expenditures, charges, or liabilities except as otherwise provided in this Agreement. City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment while engaged in the performance of this Agreement by County.

(b) City shall hold County harmless for a reduction in law enforcement services resulting from labor relations actions and City's obligation to pay County shall be proportionately reduced for services not performed pursuant to this subsection.

(c) City shall indemnify, defend and hold harmless the Sheriff's Department and County and their authorized agents, officers, volunteers and employees against any and all claims or actions arising from City's acts or omissions and for any costs or expenses incurred by the Department, County, or City on account of any claim therefor.

(d) County shall indemnify, defend and hold harmless the City and its authorized agents, officers, volunteers and employees against any and all claims or actions arising from County's negligent acts or omissions and for any costs or expenses incurred by the Department, County, or City on account of any claim therefor.

24. INSURANCE.

Each party shall be responsible for maintaining a program of insurance or self insurance, or any combination thereof, that shall cover each party's indemnification obligations as set forth in provision 23, Indemnification; provided, however, that any excess insurance costs incurred by County due to its performance under this Agreement shall be reimbursed by City as set forth in the Service Plan.

25. TERM OF AGREEMENT.

This Agreement shall be effective immediately upon execution of both parties and shall terminate on June 30, 1999, unless terminated earlier in accordance with provision 26, Termination. With formal action by the City Council and the County Board of Supervisors, this Agreement shall be renewable for successive periods of not to exceed five years each.

In the event City desires to renew this Agreement for any succeeding five years period, the City Council, not later than six months preceding the expiration date of this Agreement, shall notify the Board of Supervisors in writing that it wishes to renew the Agreement. The Board of Supervisors, within 30 days after receipt of such notification, shall provide the City Council with written notification of acceptance of such renewal for an additional five-year period, or such other term as is mutually agreeable; otherwise, this Agreement shall terminate on June 30, 1999, as noted above.

26. TERMINATION.

Either party may terminate this Agreement by giving written notice to the other of not less than six months. City shall pay County for all costs of services rendered through and until the final date of termination.

27. COMPLAINTS.

County agrees to handle and respond to complaints in a courteous and timely manner. Complaints shall be processed and records shall be maintained in accordance with applicable law and published Sheriff's Department procedures addressing citizen complaints. Disclosure of information relative to complaints and any associated internal investigations shall be made only to the extent prescribed by applicable law.

28. ADDITIONAL DOCUMENTS AND AGREEMENTS.

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

29. SUCCESSORS.

This Agreement shall bind and inure to the benefit of all successors and assigns of the parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigned of each of them, separately and collectively.

30. CONSTRUCTION OF AGREEMENT.

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

31. AGREEMENT CONTROLLING.

In the event of a conflict between the provisions of the text of this Agreement and the Exhibits, the provisions of the text shall prevail.

32. NOTICES.

Whenever notice is required hereunder, it shall be given to the parties as follows:

City of American Canyon:

City of American Canyon
2185 Elliott Drive
American Canyon, California 94589
Attention: City Manager

With copy to:

William D. Ross, City Attorney
Law Offices of William Ross
520 South Grand Avenue, Suite 300
Los Angeles, California 90071

County of Napa:

Napa County Sheriff's Office
1125 Third Street
Napa, CA 94559
Attention: Sheriff

With copy to:

Napa County Administrator
1195 Third Street, Room 310
Napa, CA 94559

When so addressed, notices shall be deemed given upon being placed in the United States Mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual personal delivery. Changes may be made in addresses to where notices are to be delivered by giving notice pursuant to this provision.

33. WARRANTY OF LEGAL AUTHORITY.

Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

34. ASSIGNMENT/DELEGATION.

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

35. NONDISCRIMINATION.

County and City shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including an AIDS or HIV condition), handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are deemed incorporated by this reference.

36. TRAFFIC ENFORCEMENT.

Deputies shall respond to and investigate injury and non-injury traffic collisions. As staffing permits, services provided will include traffic enforcement such as speed enforcement, issuance of parking citations, and enforcement of other minor vehicular infractions.

37. STATE AUDIT.

Pursuant to Government Code section 8546.7, City and County shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by City to County under this Agreement. City and County shall retain all records relating to the performance of this Agreement for said three-year period, except those records pertaining to any audit then in progress, or any claim or litigation shall be retained beyond said three-year period, until final resolution of said audit, claim or litigation.

38. SEVERABILITY.

In the event any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect.

39. WAIVER.

Any waiver (express or implied) by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

40. ATTORNEYS' FEES.

The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

41. ENTIRE AGREEMENT.

This document is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original.

42. AMENDMENT.

This Agreement may only be amended in writing by an amendment authorized by the City Council and County Board of Supervisors.

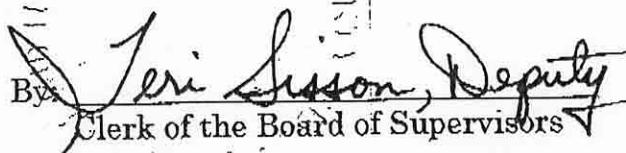
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

COUNTY OF NAPA

Dated: July 9, 1996

By: 
Chairman, Board of Supervisors

ATTEST:

By: 
Deputy
Clerk of the Board of Supervisors

CITY OF AMERICAN CANYON

Dated: 6/20, 1996

By: 
Mayor

ATTEST:

By: 
City Clerk

APPROVED AS TO SUBSTANCE:

By: *Gay L. Simpson*, Sheriff

APPROVED AS TO FORM:

By: *William D. Ross*
William D. Ross, City Attorney

By: *Robert F. Westmeyer*, deputy
Robert Westmeyer, County Counsel

cc\d\c\amcynpl2.doc

APPROVED JUL 09 1996
BOARD OF SUPERVISORS
COUNTY OF NAPA

MARY JEAN MCLAUGHLIN
CLERK OF THE BOARD

BY *Patricia J. Glavin* Deputy

AMERICAN CANYON CONTRACT**VEHICLE REQUIREMENTS****EXHIBIT A - FY 96-97**

The following vehicles shall be furnished by the City of American Canyon:

- (5) Patrol vehicles to be utilized by Sergeants and Deputies.